

This instrument prepared by:

Vinson & Elkins L.L.P.
2001 Ross Avenue, Suite 3700
Dallas, Texas 75201
Attn: Joel Ross

After Recording Return To:
Baskin, McCarroll, McCaskill & Campbell PA
PO Box 190
Southaven, MS 38671
(662) 349-0664

File No: 106330 Initials: JSM

Indexing Instructions: Southwest and Southeast Quarters of Section 12, Township 2
South, Range 8 West, in the City of Southaven, DeSoto County, Mississippi

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, DTC 5A, L.P., a limited partnership organized under the laws of Delaware ("Grantor"), does hereby sell, convey and warrant specially unto LIT INDUSTRIAL LIMITED PARTNERSHIP, a limited partnership organized under the laws of Delaware ("Grantee"), the land more particularly described on Exhibit A, together with all improvements and appurtenances, situated in DeSoto County, Mississippi ("Subject Property").

Grantor's special warranty is subject to the Permitted Exceptions set forth on Exhibit B.

The parties have prorated 2007 ad valorem taxes between themselves as of the date of this conveyance. Grantee has the obligation to pay the 2007 ad valorem taxes when due.

In witness whereof, Grantor, acting by and through its duly authorized general partner, has executed this instrument on the date below its signature, and effective on the 13 day of July, 2007.

DTC 5A, L.P.,
a Delaware limited partnership

By: DTC 5A GP, LLC, a Delaware limited
liability company, its general partner

By: Todd L. Platt

Its: TODD L. PLATT
EXECUTIVE VICE PRESIDENT

Date: 7-12, 2007

STATE OF Texas

COUNTY OF Dallas

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12 day of July, 2007, within my jurisdiction, the within named Todd L. Platt, who acknowledged to me that he is Executive Vice President of DTC 5A GP, LLC, a Delaware limited liability company and general partner of DTC 5A, L.P. a Delaware limited partnership, and that for and on behalf of said limited liability company as general partner of said limited partnership, and as the act and deed of said limited liability company as general partner of said limited partnership, and as the act and deed of said limited partnership, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company and said limited partnership so to do.

Lyn Lurich
Notary Public

My Commission



LYN LURICH
Notary Public State of Texas
Commission Expires
August 9, 2010

Grantor's Address:

5430 LBJ Freeway, Suite 800
Dallas, TX 75240

Telephone: 972-201-2800

Grantee's Address:

3141 Hood St., Suite 700
Dallas, TX 75219

Telephone: 972-201-2972

**Exhibit A
To
Special Warranty Deed**

Property Description

PROPERTY DESCRIPTION OF LOT 5, PHASE 3, DESOTO TRADE CENTER AS RECORDED IN PLAT BOOK 103, PAGE 46 IN THE SOUTHWEST AND SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 8 WEST IN THE CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI:-

Commencing at a buggy axle found at the recognized and accepted Southwest corner of Section 12, Township 2 South, Range 8 West in the City of Southaven, Desoto County, Mississippi; thence North 89 Degrees 56 Minutes 19 Seconds East with the south line of said Section 12 a distance of 1651.80 feet to a point in the east line of Revised, Phase I, Trinity Lakes PUD as recorded in Plat Book 73 Pages 32-34 (found iron pin 0.4 feet south), said point being the true point of beginning; thence North 05 Degrees 01 Minutes 51 Seconds West with said east line a distance of 585.41 feet to an iron pin set at an angle point in said east line; thence North 15 Degrees 18 Minutes 48 Seconds West with said east line a distance of 168.69 feet to an iron pin set on a curve in the south line of Lakemont Drive (50 foot right of way); thence northeastwardly along a curve to the right having a radius of 575.00 feet and with the south line of Lakemont Drive a distance of 9.93 feet (chord = North 75 Degrees 15 Minutes 27 Seconds East 9.93 feet, Delta = 00 Degrees 59 Minutes 22 Seconds) to an iron pin set in an east line of said Revised, Phase I, Trinity Lakes PUD; thence North 20 Degrees 20 Minutes 22 Seconds West with said east line a distance of 247.99 feet to an iron pin set in the south line of Lot 3, Phase 3, Desoto Trade Center as recorded in plat book 103, page 46; thence South 89 Degrees 58 Minutes 06 Seconds East with the south line of said Lot 3 a distance of 1124.86 feet to an iron pin set in the west line of Executive Drive; thence South 00 Degrees 01 Minutes 54 Seconds West with the west line of Executive Drive a distance of 34.00 feet to an iron pin set at a point of curvature; thence easterly along a curve to the left having a radius of 60.00 feet with the south line of Executive Drive a distance of 152.35 feet (chord = South 72 Degrees 42 Minutes 34 Seconds East 114.60 feet, Delta = 145 Degrees 28 Minutes 55 Seconds) to a point of the south line of Executive Drive; thence South 89 Degrees 58 Minutes 06 Seconds East with the south line of Executive Drive a distance of 915.90 feet to an iron pin set in the west line of the DTC 5B LP property as described in Book 502 Page 668; thence South 00 Degrees 03 Minutes 41 Seconds East with said west line a distance of 909.60 feet to an iron pin set in the north line of the College Road Land Co., LLC property as described in Book 375 Page 186, said iron pin being the south line of said Section 12; thence South 89 Degrees 56 Minutes 19 Seconds West with said line a distance of 1978.66 feet to the point of beginning and containing 1,922,837 square feet or 44.14 acres.

**Exhibit B
To
Special Warranty Deed**

Permitted Exceptions

1. The protective covenants, building set back lines, utility easements, and other restrictions, as shown upon or contained in instrument filed of record in the office of the aforesaid Chancery Clerk, and recorded in said office in Plat Book 95, Page 32, as revised in Plat Book 103, Page 46.
2. Special taxes and assessments for 2007 and subsequent year not yet due and payable.
3. That Declaration of Covenants, Restrictions, and Easements filed with regard to DeSoto Trade Center, Phase 3, in Book 544, Page 172 et seq., on November 10, 2006 at 3:14:17 p.m. in the Land Records of DeSoto County, Mississippi.
4. Right of way to Mississippi Power & Light filed March 2, 1948 at 9:30 a.m. and recorded in Book 33, Page 524, of the land records of DeSoto County, Mississippi.
5. Right of way to Mississippi Power & Light filed April 7, 2006 at 1:59:31 p.m. and recorded in Book 525, Page 306, of the land records of DeSoto County, Mississippi.
6. Right of way to Mississippi Power & Light filed April 7, 2006 at 1:59:53 p.m. and recorded in Book 525, Page 309, of the land records of DeSoto County, Mississippi.
7. That certain Mitigation Easement filed in Book 510, Page 541.
8. Deed of Trust executed by DTC 5A, L.P., to Trste, Inc., Trustee for Wachovia Bank, National Association, Beneficiary, dated December 15, 2005, filed on December 20, 2005 at 3:59 p.m., and recorded in Book 2377, Page 74.
9. Fixture filing from DTC 5A, L.P., to Wachovia Bank, National Association, filed December 20, 2005 at 4:03 p.m. in Book 2377, Page 99.
10. Assignment of Rents and Leases from DTC 5A, L.P., to Wachovia Bank, National Association, filed December 20, 2005 at 4:01:16 p.m. in Book 112, Page 37, of the land records of DeSoto County, Mississippi.
11. Rights of tenants in possession under unrecorded leases.